

# Commander Navy Region Northwest

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**AFGE**  
PROUD TO MAKE AMERICA WORK  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES • AFL-CIO



**NEGOTIATED AGREEMENT  
BETWEEN  
COMMANDER NAVY REGION  
NORTHWEST  
And  
AMERICAN FEDERATION  
Of  
GOVERNMENT EMPLOYEES  
LOCAL 48  
April 2001**

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## PREAMBLE

This agreement is made by and between the Commander, Navy Region Northwest (CNRNW), Silverdale, Washington, hereinafter referred to as the "Employer", and the American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union".

## WITNESSETH

In accordance with the provisions of Title 5 of the United States Code, Chapter 71, hereinafter referred to as the "Statute", and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

WHEREAS the Congress finds that:

- (1) experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:
  - (a) Safeguards the public interest,
  - (b) Contributes to the effective conduct of public business, and
  - (c) Facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and
- (2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration and performance of the Employer and the well-being of employees within the meaning of the statute, to establish a basic understanding relative to personnel policies, practices, procedures, and employment, and to provide means for amicable discussion and adjustment of matters of mutual interest which are discretionary with the Employer;

Now, therefore, the parties hereby agree as follows:

## ARTICLE 1

### Recognition and Coverage of the Agreement

101. **Recognition.** The Employer recognizes the American Federation of Government Employees, AFL-CIO, as the exclusive representative of all employees in the unit defined in 102 below.
102. **Unit Definition.**
- Included: All professional employees of the Commander Navy Region Northwest, Silverdale, Washington.
- Excluded: All nonprofessional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).
103. **Coverage.** The provisions of this agreement apply to all employees in the unit defined in 102 above.

## ARTICLE 2

### Rights of the Employer

201. **Employer Rights.** The Employer retains the right:
- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and,
  - B. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other administrative action against employees; and,
  - C. To assign work, make decisions with regard to contracting out, and determine the personnel by which operations shall be conducted; and,
  - D. To make selections for appointments from properly ranked and certified candidates for promotion or from any other appropriate source; and,
  - E. To take necessary action to carry out the mission during emergencies as defined by the Employer or appropriate senior authority.

## ARTICLE 3

### Rights of Employees

301. **Statutory Rights.** Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Parties agree that no interference, restraint, coercion, or discrimination shall be practiced to encourage or discourage membership in the Union.
302. **Expression of Concerns to Union.** Employees are encouraged to bring work-related concerns or complaints to the attention of their immediate supervisor. However, each employee shall have the right to bring work-related matters or complaints directly to the attention of the Union, utilizing established procedures under Article 7 of this agreement. The use of official time will be as specified in this agreement when bringing such concerns to the Union representatives.
303. **Retention of Contractual Benefits.** It shall be the intent of the parties that employees shall not forfeit any benefits of this agreement while on detail or assignment at another Federal facility. However, such employees will conform to the rules, regulations, and procedures in practice at the place of temporary assignment.
304. **Review of Records.** Upon request, the Employer shall grant an employee, or Union representative duly authorized in writing by the employee, a reasonable amount of excused time to review the employee's Official Personnel File in the Human Resources Office and Official Medical File in the Branch Clinic at the local command.
305. **Representation Rights.** The Union shall be given the opportunity to be represented at:
- A. Any "formal discussion", as defined by Section 7114(a)(2)(A) of the Statute which provides, "An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel practice or policy or other general condition of employment."

- B. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if –
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
  - 2. The employee requests representation.
- C. Supervisors are encouraged to advise employees of their right to request representation in accordance with 305 B. above at the onset of the examination. However, the Union agrees that a supervisor's failure to do so, will not constitute harmful error in the event of any subsequent appeal, grievance or complaint.

## ARTICLE 4

### Union Rights and Responsibilities

401. **Statutory Rights and Responsibilities.**

- A. As the exclusive representative, the Union has the right to act for, and negotiate collective bargaining agreements covering all employees in the unit.
- B. The Union has the right to be represented at:
  - 1. Any formal discussion between one or more representatives of the Department of the Navy and one or more employees in the unit or Union representatives concerning any grievance or any personnel policy or practices or other general condition of employment: or
  - 2. Any examination of an employee in the unit by a representative of the Department of the Navy in connection with an investigation if:
    - (a) The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
    - (b) The employee requests representation.
- C. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

402. **Employee Listings.** Upon request, the Employer will provide the Unit Vice President with a current listing of unit employees which will include the employees' job titles, and organizational and geographic locations. Such requests

will be limited to two per calendar year and be forwarded to the Subbase Human Resources Site Manager.

403. **Photo Service.** The employer will consider requests from the Unit Vice President to provide photographic services on a case by case basis.

## ARTICLE 5

### Provisions of Law and Regulations

501. **Relationship to Laws/Regulations.** Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood by the Parties that nothing in this agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government including policies set forth in Office of Personnel Management regulations, by published agency policies and regulations in existence at the time of this Agreement's approval, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.
502. **Future Directives.** The Employer agrees to advise the Union prior to implementing any future directive which affects any of the terms and conditions of this Agreement and which alters its discretionary authority with regard to any item within this Agreement.

## ARTICLE 6

### Appropriate Matters For Consultation And Negotiation

601. **Appropriate Matters.** Matters appropriate for consultation and negotiation between the parties are policies, practices, programs, and procedures relating to or affecting general working conditions of unit employees which are within the discretion of the Employer including, but not limited to such matters as safety, training, labor-management relationship, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work. Nothing in this section shall alter the rights and obligations of the parties to negotiate under the statute as set forth in this agreement.
602. **Union Notice.** Prior to implementing changes in matters appropriate for negotiation, the Employer will notify the Union of the change and the proposed effective date. The cognizant Site Steward will be notified when such changes

affect unit employees in only one geographic location (e.g., change in parking areas at Everett) or in his/her absence, to the Unit Vice President. The Unit Vice President will be notified when changes affect unit employees in more than one geographic location (e.g., a change in CNRNW promotion procedures). Notification to the Site Stewards may be either oral (i.e., in person or by telephone) or written (i.e., letter or E-mail). If oral notification is given, upon request of the Site Steward, written notification will be provided. Notification to the Unit Vice President will be in writing. The proposed effective date will normally be not less than fourteen calendar days from the date of notification. However, exceptions to this may be necessitated by the urgency of the change (i.e., a change in security procedures).

603. **Bargaining Request.** Should the Union elect to negotiate the change, it will serve notice on the Employer within fourteen calendar days of receipt of the Employer's notification. Such notice may be either oral or written and shall include the Union's counterproposals. In the case of Employer notification to the Site Stewards, the Union's notice will be given to the management official from whom the Union received notice of the change. In the case of Employer notification to the Unit Vice President, the Union's notice will be given to the Subase Human Resources Site Manager, Code N01CP22. If Union notice has not been received by the Employer within fourteen calendar days, the Employer may implement the change, unless the parties have mutually agreed to an extension of the Union's deadline date.
604. **Negotiation.** If the Union elects to negotiate concerning the change, the Employer will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.
605. **Labor-Management Partnership Council.** Both parties will continue support of and participation in the established Partnership Council. In accordance with the established charter and their Partnership Agreement, the parties will strive to improve methods and effectiveness of communications, incorporate more effective and efficient processes for dispute resolution, find ways to improve the Labor Management relationship and employ the principles of interest-based bargaining for matters requiring negotiations. Decisions and actions of the Partnership Council will not void or modify any portion of this agreement.



## ARTICLE 7

### Union Representation

701. **Union Representatives.** Union representatives consist of one Unit Vice President, four Site Stewards (one at each geographic location) and Stewards.
702. **Employer Notification.** The Union will provide listings of its representatives assigned to each of the four geographic areas. Each listing will be dated and provide the names and telephone numbers of the Unit Vice President, Site Stewards, and Stewards, and will identify the area of responsibility of each representative. The Union will maintain these listings on a current basis. Official time for representation purposes will only be authorized for those representatives on the current listings.
703. **Stewards.** Site Stewards and Stewards will normally represent employees in their geographic locations. Areas of responsibility will be designed such that minimal travel time is involved in meetings with unit employees.
704. **Reassignment of Representatives.** The Unit Vice President and Site Stewards will not be assigned to other geographic locations or to a shift other than day shift unless there are compelling work or training requirements. The Employer will notify the Union prior to reassigning representatives to another shift or geographic location.
705. **Official Time.**
- A. A reasonable amount of official time during their regularly scheduled hours of work will be granted to Union representatives who are CNRNW employees to perform the following:
1. Investigate and process employee and Union grievances – One representative per case.
  2. Attend meetings defined in Section 401B of this agreement – One representative per case.
  3. Collective Bargaining - not to exceed the number of Employer representatives.
  4. Attend other meetings called by the Employer – One representative per case, unless other arrangements have been agreed to by the parties.
  5. Arbitration Hearings – The Union Advocate (if a CNRNW employee) and one observer/advisor.

6. MSPB Hearings – One representative per hearing concerning a bargaining unit employee.
  7. New Employee Briefing – Area representatives will be given the opportunity to provide a 10 minute briefing to new employees within two weeks of the employee's reporting date.
- B. The Employer will provide the Union a budget of 40 man-hours to be utilized during each fiscal year for appropriate labor relations training of the Unit Vice President, Site Stewards and Stewards who are unit employees subject to the following:
1. The Unit Vice President will be responsible for management of the budgeted time and certification of attendance of the union representatives.
  2. The Unit Vice President will forward a written request for the representative's release from regular duties normally at least 14 days in advance of the training to the SUBASE HR Site Manager, Code N01CP22. The request will identify the date(s) of training, duration of training each day, and will include a course outline of sufficient specificity for the Employer to determine if the training is an appropriate use of official time and is of mutual benefit to the Employer.
  3. The SUBASE HR Site Manager will advise the Unit Vice President in writing, normally within 7 calendar days of receipt of the request for training, of the approval/disapproval of the request, and if disapproved, the reasons (i.e. inappropriate use of official time, or representatives assigned duties preclude release at that time.)
- C. Any exceptions to the above requested by the Union will be considered by the Employer on a case by case basis, provided that such request is submitted sufficiently in advance to allow the Employer an opportunity to arrive at a reasoned judgement.
- D. The Union accepts the responsibility to ensure that any activities performed by its representatives relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, and collection of dues) are performed during the time the employee is in a non-duty status.
- E. Union representatives are responsible for providing their supervisor each pay period with an accurate accounting of their official time usage for representation purposes during the pay period to include the specific date(s) and time(s) of such usage.

706. **Representation Procedures.** The following procedures will be observed by employees and Union representatives when requesting official time:
- A. **Employees** - Employees who wish to meet with a Union representative during duty hours will request that their supervisor arrange a meeting. Employees will advise their supervisor of the general nature of the meeting and the urgency of the matter. At the first opportunity, the supervisor, if appropriate, shall make the necessary arrangements (date, time, and location) and advise the employee of those arrangements.
  - B. **Union Representatives**
    - 1. Union representatives who wish to meet with an employee will request their supervisor make the necessary arrangements. The supervisor will be advised of the general nature of the meeting and the urgency of the matter. At the first opportunity, the supervisor will make the necessary arrangements and advise the representative of those arrangements.
    - 2. Union representatives needing official time for other representation matters will advise their supervisor as far in advance as possible, of the nature of the matter, their destination, with whom they intend to meet, the time they wish to be released from their regular duties, and the anticipated duration of their absence. If the representative cannot be released at the time requested, the supervisor will provide an alternate time as soon as possible.
  - C. **Parties Intent.** It is the parties intent that meetings in A. and B1 above should occur within one to two workdays of the request. The parties recognize that exceptions may be necessitated by workload and/or other considerations.
707. **Facilities.**
- A. Representatives will be provided access to a fax machine, copy machine, telephone and computer. The employer will provide a lockable cabinet for each representative at their work-site for the purpose of providing secure record storage. Upon request, a representative's supervisor will assist the representative to find a private location (i.e. conference room, etc.) to conduct appropriate union business.
  - B. Upon request of the Union, the parties agree to reopen this Section (707) of the agreement after this agreement has been in effect for one year.

708. **Union Visitors.** The Employer agrees to act upon written requests from the Union for authorization for non-employee representatives of the Union to visit the facility for mutually agreeable purposes subject to security regulations.

## ARTICLE 8 Work Schedules

801. **Workweek.** The administrative workweek is the calendar week 0000 hour on Sunday through 2400 hour on Saturday. The basic workweek (normally Monday through Friday) consists of three (3), four (4) or five (5) workdays on each of which the employee is scheduled to work eight (8), nine (9), ten (10), or twelve (12) hours.
802. **Workweek/Shift Changes.**
- A. Before a new workweek/shift is established with days and hours not previously used by the Employer, the Union will be given an opportunity to bargain on the proposed change. A new work-shift is one that is not listed in 801 (above) and/or is otherwise not presently established or used previously within the past twelve (12) months by the Employer. The Employer will notify affected employees of the change as soon as practical after bargaining obligations have been fulfilled.
  - B. Changes in workweeks/shifts of two (2) weeks or less and/or changes to workweeks/shifts that were previously used do not require bargaining. Prior to changing the workweek or shift of employees to an already established workweek/shift, the Employer will inform affected employees and the Union of the change as soon as known and practical. The Employer will consider requests to change employee shift hours. Requests may be granted if the change would benefit the workflow and employee morale.
803. **Meal Breaks.** The normal meal break is either thirty (30) minutes or forty-two (42) minutes in length and shall normally occur during the middle two hours of the employee's scheduled work-shift. Longer breaks, not to exceed sixty (60) minutes may be approved by the supervisor if it does not adversely affect organization efficiency and productivity. Employees required to work through their designated meal break may be allowed an alternate time during the same shift, released from duty early, or appropriately compensated for the additional time worked.
804. **Work Breaks.** Occasional breaks during the workday are beneficial for employee productivity and morale. Work/rest breaks are paid and will not result in charge to leave or extension of the workday. Supervisors and employees shall

act responsibly to assure the number and length of breaks are reasonable in view of the workload and other workplace considerations.

805. **Compensation.** Employees shall be compensated for work performed in accordance with the provisions in 5 CFR 550 and 5 CFR 551, as appropriate.
806. **Cleanup Time.** A reasonable amount of time will be allowed prior to the end of each shift for protection of property and equipment and clean-up as follows:
- A. When an employee is in possession of delicate instruments, portable power tools and other government equipment or other tools that must be placed in safekeeping or returned at the end of each shift for checking or preventive maintenance.
  - B. When an employee is in possession of classified plans that must be returned to classified storage.
  - C. When an employee is using or is exposed to any hazardous industrial material (as defined by the Employer) that must be properly stored.
  - D. When employees in a particular occupation require a special amount of time for clean-up purposes.
807. **Flexitime/Compressed Work Schedules.** Prior to changing flexitime and/or compressed work schedule programs, the Employer will afford the Union the opportunity to bargain on the change.

## ARTICLE 9

### Overtime

901. **Assignment.** Overtime assignments, whenever possible, will be distributed fairly among employees determined by management to be qualified to perform the work in accordance with individual organizations' overtime policies in effect at the time this agreement was executed. The Employer recognizes its obligations to the Union when revising existing or establishing new overtime policies affecting bargaining unit employees.
902. **Relief.** Upon request, an employee will be relieved from an overtime assignment provided another qualified employee acceptable to management is available from the same work group and volunteers to perform the overtime work. If an employee is relieved of an overtime assignment at the employee's request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of distribution.

903. **Notice.** Employees will be given as much notice as practicable under the circumstances and the Employer agrees to give due consideration to the employee's personal circumstances. The Employer will endeavor to provide at least 48 hours of advance notice, and confirmation of instructions to report for overtime not later than the start of the lunch period on the last scheduled shift before the overtime commences.. However, employees are responsible for reporting for overtime work assigned regardless of the amount of notice provided in order to meet emergent or mission critical assignments.
904. **Pay.** Employees shall be compensated for overtime work in accordance with applicable regulations including the "call back" provisions. The Employer recognizes that the use of compensatory time in lieu of overtime payment for non-exempt employees is voluntary on the part of the employee.
905. **Impact of Leave.** An employee's use of approved leave (including court leave) during a workweek will not adversely affect an employee's consideration for overtime assignments assuming the employee is on duty at the time the overtime is solicited and assigned, or arranged in advance. Employees are responsible for notifying management of their availability for the overtime work.
906. **Standby Duty.** Employee's assigned to standby duty shall be compensated for such duty in accordance with applicable regulations. The requirement to carry a paging device during non-duty hours does not in itself constitute standby duty, however, employees responding to pager calls will be paid for such work in accordance with applicable regulations.
907. **Records.** The Employer agrees to allow inspection of existing overtime records to the extent necessary for determination of alleged inequities in overtime distribution. Such requests will be kept to a minimum.
908. **Partial Shifts.** Upon request, when employees are assigned to work less than a full 8 hour shift on an overtime day, the employer will consider assigning additional work to provide a total of 8 hours of overtime.
909. **Compressed Workweeks.** When practicable, overtime assignments may be performed on the employee's compressed work schedule day off during the normal workweek.

## ARTICLE 10

### Holiday Work

1001. **Policy.** Insofar as possible and in keeping with the Employer's need for holiday work, assignment to holiday work shall be made following the procedures specified in this agreement.

1002. **Holidays.** The following are legal public holidays and will be observed as prescribed by Federal law:

- A. New Year's Day
- B. Martin Luther King Jr.'s Birthday
- C. Washington's Birthday
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Columbus Day.
- H. Veteran's Day
- I. Thanksgiving Day
- J. Christmas Day

## ARTICLE 11

### Distribution of Agreement

1101. **Distribution of Agreement.** The Employer will make a copy of the Agreement and amendments for each unit employee. The Employer agrees to furnish the Union additional copies of the Agreement and amendments at the Employer's cost. The Union will be given the opportunity to distribute the Agreement to each bargaining unit employee. Sufficient copies of this Agreement will be maintained by the Employer and the Union for use during the term of this Agreement.
1102. **Distribution of Amendments.** Any amendments to this Agreement as agreed to by the parties resulting from reopening negotiations under Article 32, sections 3202 a, b, c and 3203 shall be promptly reproduced and disseminated to all employees within the unit and all management personnel. The cost of the reproduction shall be borne by the Employer. The Employer will make the distribution.

## ARTICLE 12

### Sick Leave

1201. **Usage.** In accordance with applicable laws and regulations, the Employer shall grant accrued sick leave to an employee when the employee:

- A. Receives medical, dental, or optical examination or treatment;

- B. Is incapacitated for duty by physical or mental illness, injury, pregnancy, or childbirth;
- C. Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth, or who receives medical, dental, or optical examination or treatment;
- D. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- E. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- F. Must be absent for duty for purposes relating to the adoption of a child.

1202. **Notification of Absence.**

- A. An employee who is unexpectedly absent on account of illness will notify, or cause to be notified, the supervisor or other designated contact, prior to the beginning of the work shift, if possible. If the supervisor or designated contact is not available, the employee will leave a message indicating the anticipated duration of the absence and a telephone number where the employee can be reached in case it is necessary to discuss work in progress.
- B. When an absence extends from one workweek to another, the employee must again notify the supervisor or designated contact at the beginning of each workweek, unless the employee has provided a medical certificate which specifies the duration of the absence.
- C. Notification in A and B above, does not constitute approval of leave. Employees are responsible for justifying their use of sick leave in accordance with section 1203.

1203. **Justification.** An employee is responsible for providing administratively acceptable evidence of incapacitation in support of any request for sick leave.

- A. Medical certificates are required as evidence in support of requests for sick leave in excess of three days duration, or when the employee has been placed on written notice that certificates will be required in support of any requests for sick leave.
- B. Medical certificates will not normally be required in support of requests for sick leave of three days or less, unless the supervisor in a specific situation has a substantial basis to suspect abuse of leave.



1204. **Travel Time.** The amount of travel allowed in connection with sick leave shall be administratively determined by the approving official in accordance with applicable regulations.
1205. **Sick Leave Abuse.** If there is substantial evidence to suspect an employee may be abusing sick leave, the employee may be advised in writing that any future request for sick leave must be supported by a medical certificate. The letter will advise the employee of the basis upon which the abuse is suspected, and the duration (not to exceed one year) of the requirement for medical certification.
1206. **Advance Sick Leave.** The Employer agrees to advance sick leave in accordance with applicable regulations to career and career-conditional employees who are incapacitated for duty because of serious illness or disability, provided:
- A. The advance will not cause the employee's advance sick leave balance to exceed 240 hours;
  - B. Accrued sick leave has been exhausted;
  - C. Accrued annual leave and compensatory time balances do not exceed 80 hours collectively;
  - D. There is reasonable evidence substantiated by a statement from the Medical Officer or employee's physician/medical practitioner that the employee will be capable of returning to work and fulfilling the scope of the employee's normal duties;
  - E. There are sufficient funds in the employee's retirement account to repay the CNRNP for the value of the advance sick leave should the employee not return to work. Employee's not having a sufficient balance in their retirement will be allowed to sign a statement acknowledging the debt and agreeing to pay if Government service is terminated.
  - F. The employee is not known to be contemplating separation, nor is the employee on a letter of requirement (Section 1205).
1207. **Alcohol/Drug Addiction Treatment.** The Employer recognizes alcoholism and drug addiction as a treatable illness/disease. Sick leave may be granted and/or advanced to an employee for the purpose of receiving treatment approved by the Employer for alcoholism and drug addiction, provided the employee is complying with treatment requirements. The Employer will publicize opportunities available to employees for rehabilitation and the Union agrees to assist the Employer in making employees aware of these opportunities and encouraging their use when appropriate.

1208. **Injury Compensation.** Employees injured on the job will be advised of their right to obtain medical treatment from a physician of their choice. Continuation of Pay for employees injured on the job will be administered in accordance with applicable regulations. An employee who has filed a claim with OWCP may elect continuation of pay or use of sick and annual leave pending the decision by OWCP. Employees who elect to use sick or annual leave in lieu of compensation may request to buy back leave used for that purpose, after approval by OWCP.

## ARTICLE 13

### Annual Leave

1301. **Vacations.** The Employer agrees to make every reasonable effort to grant employees at least one continuous leave period of not less than 14 calendar days for employees who earn 13 days of annual leave, and not less than 21 calendar days for employees who earn 20 days of annual leave, providing leave is available. Requests for such vacation leave will be made sufficiently in advance to provide the employee and the Employer opportunity for proper planning and scheduling. Vacation leave for periods in January through June shall be requested by 1 December of each year. Vacation leave for periods in July through December will be requested by 1 June. The Employer shall notify the employee of the disposition of the leave request within two weeks after the submission deadline to enable the employee to plan accordingly. Requests for annual leave will be adjudicated on a first-come, first-served basis.
1302. **Emergency Leave.** Employees needing to use annual leave in the event of a bone fide emergency shall notify, or cause to be notified, their supervisor or other designated contact prior to the beginning of their assigned shift, if possible. Notification does not constitute approval. Employees will be required to justify their absence upon return to work.
1303. **Other Annual Leave.** Leave requests submitted after the submission deadlines will be scheduled on a first-come, first-served basis consistent with staffing requirements.
1304. **Changes.** Once annual leave is approved, requests for changes may be disapproved if the change would disturb the choice of another employee. Employees will be permitted to take leave as scheduled except for unforeseen circumstances which require a change in previously approved leave schedules. In the event that previously approved leave is subsequently disapproved, the supervisor will notify the employee in writing and make a reasonable effort to reschedule the leave in accordance with the employee's desires. Normally, employees on approved leave will not be recalled except in emergency situations.

1305. **Unrequested Leave.** The Employer reserves the right in accordance with applicable regulations to place an employee on annual leave whenever it is deemed necessary to do so for administrative reasons. Employees will be allowed to take leave without pay when sufficient annual leave has not been accrued. When necessary to require an employee to use annual leave, the Employer agrees to give the employee as much advance notice as possible, and the reasons for the action in writing. In such situations, first consideration will be given to volunteers, consistent with the workload requirements.
1306. **Use or Lose Leave.** The Employer agrees to consult with the employee as appropriate in scheduling "use or lose leave" to avoid forfeiture of such leave at the end of the leave year.
1307. **Birthdays.** Workload permitting, employees will be allowed to use annual leave on their birthday.
1308. **Advance Annual Leave.** Advance annual leave may be granted to unit employees in accordance with applicable regulations.
1309. **Maintenance Shutdown.** In the event of an upcoming maintenance shutdown, the Employer will notify all affected employees as soon as practicable. Normally, the Employer will approve requests for use of leave without pay if the use of annual leave during this period would leave employees with fewer than 80 hours of annual leave after the period of reduced operation for those earning 8 hours annual leave per pay period, fewer than 100 hours annual leave for those earning 6 hours, and fewer than 120 hours for those earning 4 hours. If the CNRNW closure exceeds 32 hours, any additional hours, upon request of the employee, will be approved as leave without pay. Consideration will be given to those employees who wish to be granted advanced annual leave in lieu of LWOP to the extent permitted by applicable regulation.

## ARTICLE 14

### Excused Absence

1401. **Definition.** Excused absence is an authorized absence from duty without charge to accrued leave or loss of pay.
1402. **Policy.** Employees may be granted excused absence in accordance with the employer's policy. Situations in which excused absence may be granted, subject to the needs of the employer include, for example:

- A. Navy sponsored blood drives.
- B. Activity closure during inclement weather or other emergencies.
- C. Emergency rescue and protective work.
- D. Occasional tardiness.
- E. Interviews for job opportunities at CNRNW.
- F. Absences for relocation purposes.

## ARTICLE 15

### Leaves of Absence

1501. **Union Meetings/ Absence.** Employees will be granted accrued annual leave or leave without pay to accept temporary positions with the Union or to attend conventions or meetings of the Union for a period of up to one year duration, provided the Employer has determined the employees services are not required during that period. Employees on such approved absences are subject to recall by the Employer if it determines the employee's services are required.
1502. **Leave Without Pay.** Employees who are absent on approved leave without pay for periods of up to one year shall accrue all applicable rights and privileges in respect to coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs in accordance with applicable regulations. Employees may submit requests for leave without pay and if workload and mission are not adversely affected, at the Employer's discretion, it may be approved.
1503. **Bereavement.** When requested, an employee shall be granted leave in case of death in the immediate family if at all possible.

## ARTICLE 16

### Publicity

1601. **Bulletin Boards.** The Employer will make bulletin board space available on which the Union may post notices of union meetings, recreational or social affairs, union election notices, and results of such elections, and other information pertinent to labor regulations or working conditions. Other materials proposed for posting by the Union will be forwarded to the appropriate HRO Site Manager for review prior to posting.

1602. **Employer Publications.** The Employer agrees to consider publishing articles submitted by the Union in Employer newsletters or similar publications on a “space available” basis. Such articles shall be submitted to CNRNW Code NO1CP22 at least ten working days in advance of the publishing date.
1603. **Union Publications.** The Union shall have the right to distribute a Union news bulletin to unit employees during non-duty hours. Such distribution shall be conducted in a manner such that it will not interfere with work operations or traffic during peak traffic hours.
1604. **Union/Employer Relationship.** The parties mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to good Union/Management relationships, and further agree they will not condone such activity through failure to take affirmative action to prevent or stop such behavior.
1605. **Employee Surveys.** Employee surveys/polls relating to working conditions of unit employees conducted on official time shall be considered joint surveys and the results shared equally between the parties.
1606. **Parking Changes.** After proper notification to the Union, the Employer shall inform unit employees as soon as practicable of any impending changes in parking.

## ARTICLE 17

### Merit Staffing

1701. **Recruitment Sources.** Vacant positions may be filled under the Merit Staffing Program, or through other recruitment processes (i.e. transfer, reinstatement and the Priority Placement Program).
1702. **Area of Consideration.** When the Merit Staffing Program is utilized, applications will be accepted and considered from all appointable unit employees within the specified area of consideration. The area of consideration may be less than Employer-wide and may be extended at any time to obtain sufficient well-qualified candidates.
1703. **Publicizing Vacancies.** Vacancies advertised under the Merit Staffing Program may be announced via vacancy announcements or via vacancy listings posted on official bulletin boards or official web sites. Vacancy announcements will list the qualification requirements, area of consideration, duties, evaluation methods to be used, and what applicants must do to apply.

1704. **Evaluation of Applicants.** To be eligible, each candidate must meet the minimum qualification requirements prescribed by OPM, time-after competitive appointment requirements, and any appropriate selective factors established by the employer as being essential for satisfactory job performance. Candidates will be evaluated against the knowledge, skills, and abilities determined to be important for the position. The use of written tests will be in compliance with applicable OPM and DoD directives. Due consideration will be given to awards, training, self-development and applicable outside activities when documented on the resume.
1705. **Referral for Consideration.** Applicants will be listed in alphabetical order in groups of Best Qualified and/or Qualified for referral to the selecting official. A selecting Official may select any candidate who is certified or non-select all candidates. Applicants eligible for noncompetitive selection may be referred at any time to the selecting official.
1706. **Employee Notification.** When a register is established, each applicant, upon request, will be notified of their eligibility for promotion.
1707. **Review of Ranking.** In the event questions concerning the eligibility or non-referral of an applicant cannot be answered to the satisfaction of the applicant by a Personnel Management Specialist, the applicant may request, in writing to the appropriate HRO Site Manager, a review of the decision. Failure to be selected for promotion when proper promotion procedures were used (non-selection from among a group of properly ranked and certified candidates) is not a basis for a grievance.
1708. **Delayed Application.** An employee on approved leave or official travel during the entire open period of an announcement may file a delayed application, including documentation showing the approved absence, within five calendar days after return, and if qualified, will be considered if the selection list has not yet been referred to the selecting official.
1709. **Temporary Promotion.** Unless there are compelling reasons (i.e., promotion freezes or employee is not eligible) for not doing so, unit employees assigned to a higher level classified position for two or more consecutive workweeks shall be temporarily promoted to the higher level position commencing with the first day of the assignment.
1710. **Details.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. Employees on detail are not officially reassigned but continue to occupy their position of record and maintain their same status and pay rate. Employees do not have to be qualified for the position to which detailed. The parties agree that:

- A. Employees may be detailed to positions at their current grade or below for up to one year. Employees may be detailed for up to two years if the Employer is undergoing a commercial activity study. Details beyond these time limits require OPM approval.
  - B. Details to higher level positions in excess of 120 days shall be made competitively.
  - C. Any detail in excess of 30 days shall be officially recorded. Experience gained on detail will be given due consideration during evaluation for promotion if claimed on the employee's resume.
  - D. The Employer will inform employees of the reason for, type of duties to be performed, and expected duration of any detail.
1711. **Temporary Duty Assignments.** It is the Employer's policy to assign employees to temporary duty assignments according to its analysis of the work requirements and the qualifications of all persons available. When such assignments are required, consideration will be given to qualified volunteers.

## ARTICLE 18

### Reduction In Force

1801. **Union Notification.** The Employer agrees to notify the Union of pending reduction-in-force actions which will impact unit employees. The Union may make its views and recommendations known concerning the implementation of such reduction-in-force actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the RIF, i.e. use of SIPs, utilization of existing vacancies, etc. The Employer will bargain with the Union as required by applicable law.
1802. **Compliance with Law.** All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.
1803. **Repromotion Consideration.** Any employee demoted through RIF will be advised in writing, of the employee's entitlement to special consideration for repromotion. Although not guaranteed repromotion, an employee entitled to special consideration for repromotion must be considered when a vacancy occurs in a position at the former grade level (or any intervening grade level) for which the employee is qualified.
1804. **Retention Registers.** The Union shall have the right to review retention registers and other pertinent papers relative to reduction-in-force actions affecting employees in the unit. Requests for such reviews by the Union will identify the

employee(s) or areas of concern. Personnel folders will not be reviewed by the Union unless written permission has been obtained from the employee(s).

## ARTICLE 19

### Disciplinary Actions

1901. **Disciplinary Actions.** Disciplinary actions include removals, suspensions, reductions in pay or grade, and reprimands, when such actions are taken for just cause. Furloughs and separations or demotions effected through RIF procedures are non-disciplinary in nature.
1902. **Basis.** Disciplinary actions will be taken only for just cause. In all cases of proposed disciplinary actions, the employee will be given a reasonable opportunity to reply to the charges orally and/or in writing before a final determination is made. The employee, if desired, may be assisted by a Union representative in presenting such reply. The Employer agrees that disciplinary action should be effected in a timely manner.
1903. **Investigation.** Prior to initiating disciplinary action, the Employer will normally conduct a preliminary investigation into the matter. Such investigation may include a discussion with bargaining unit employees who are subjects of the investigation, and other bargaining unit employees who may have witnessed the events. Bargaining unit employees are obligated to cooperate fully and honestly during the course of such investigations. The Union's right to be represented during such investigative discussions is described in Section 305B & C of this agreement.
1904. **Union Notification.** In all cases of written, formal disciplinary action taken by Management against any employee covered by this Agreement, the Union shall be notified of the action taken by Management as soon as possible after the employee is notified unless the employee certifies in writing that the Union shall not be notified..
1905. **Appeals.** An employee's opportunity to grieve or appeal disciplinary actions is discussed in Article 20 of this agreement.



## ARTICLE 20

### Grievance Procedure and Arbitration

2001. **Definition.** Grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee.
- B. By the Union concerning any matter relating to the employment of any employee.
- C. By any employee, the Union, or the Employer concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

2002. **Coverage.** Grievances shall not be processed for the following:

- A. Retirement, life insurance, or health insurance.
- B. Any claimed violation of Public Law 95-454 relating to prohibited political activities.
- C. Suspension or removal under the National Security Act.
- D. Any examination, certification, or appointment.
- E. The classification of any position.
- F. Termination or separation of probationary or temporary employees.
- G. Saved pay for reclassification.
- H. Reduction in Force.
- I. Equal Employment Opportunity Complaints.
- J. Non-selection for promotion from a group of properly ranked and certified candidates.
- K. Receipt of or failure to receive incentive awards.
- L. Letters of caution.

2003. **Appeal Options.** Employees have the right to choose between this negotiated grievance procedure or a statutory procedure when appealing an adverse action under 5 CFR 752 or 5 CFR 432. An employee shall be deemed to have exercised their option at such time as the employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance per provisions of this Article, whichever comes first.
2004. **Issues of Grievability.** In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred as a threshold issue in the related arbitration.
2005. **Intent.** The parties agree that every effort will be made to settle grievances at the lowest level possible.
2006. **Employee Initiated Grievances.**

**Step 1.** All grievances (except those identified in a. and b. below) shall be filed on the Grievance Form and hand-delivered to the immediate supervisor (or faxed if the supervisor is at another geographic location) within 14 calendar days of either the occurrence or the date the employee first became aware of being aggrieved. (An employee's ignorance of the terms of this Agreement shall not, however, constitute a basis for extending the time limits.) The written grievance shall include the specifics of the grievance, the requested corrective action, and the union steward to be contacted, if any. Within 14 calendar days of the receipt of the grievance, the first level supervisor shall meet with the employee and his/her representative to accept any evidence presented. The supervisor will provide a written decision within 14 calendar days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 2 within 14 calendar days of the Step 1 decision.

**Step 2.** If a satisfactory settlement has not been reached at Step 1, the grievance may be submitted to the senior on-site manager/supervisor within 14 calendar days of receipt of the step one decision. This official or designee will schedule a meeting to occur within 14 calendar days of receipt of the grievance to hear the grievant's issues. A written decision will be issued within 14 calendar days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 3 within 14 calendar days of receipt of the Step 2 decision.

**Note: If the immediate supervisor is also the senior on-site manager/supervisor, Step 2 of this procedure is waived. In such cases, if the grievance is not resolved at Step 1, it may be submitted directly to Step 3.**

**Step 3.** If a satisfactory settlement has not been reached at Step 2 (or at Step 1 as noted above) the grievance may be submitted to the Assistant Chief of Staff (ACOS). The ACOS or designee will schedule a meeting to occur within 14 calendar days of the meeting. A written decision will be issued to the grievant within 14 calendar days of the meeting.

**Exceptions.**

- A. Grievances arising from a disciplinary action will be submitted directly to Step 3 of this procedure to the ACOS. If the ACOS was the Deciding Official for the disciplinary action being grieved, the grievance shall be submitted to the Chief of Staff at Step 3.
- B. Grievances arising from action or decisions of the Human Resources Service Center shall go to the servicing Human Resources Office Site Manager as the Step 1 Official and then to the Director, Human
- C. Resources Office, as the Step 3 Official.

Time limits for all of these remain the same as previously described.

2007. **Stays of Discipline.** The agency will ordinarily stay grieved suspensions until final determination is rendered.

2008. **Union/Employer Grievances.** Non-employee grievances initiated by the Union or Employer will be submitted in writing as follows:

- A. **Union Grievances.** To the Human Resources Office Site Manager, Code NO1CP22.
- B. **Employer Grievances.** To the Union Chairman.

Time limits for these grievances are the same as previously described in the employee grievance procedure. The HRO Site Manager or the Union Chairman will schedule a meeting to occur within 14 calendar days of receipt to discuss and resolve the matter. If resolution is not reached at the meeting, a written decision will be issued within 14 calendar days of the meeting.

2009. **Combining Grievances.** Where several employees have submitted apparently identical grievances, the parties by mutual agreement, may opt to process one grievance applying any remedy granted to all grievants.

2010. **Representation.** Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation by the Union, provided that the Union will be

given the opportunity to be present at all formal steps in the grievance process. Any such resolution however, may not be inconsistent with the terms of this Agreement.

2011. **Timeliness.**

- A. Time limits at any step of the procedure may be extended only by mutual agreement of the Employer and the Union.
- B. Grievances presented outside of the time limits mentioned in this article will not be considered at a later date unless the matter being grieved is recurring or where a written request for extension of time is made and then granted in writing.
- C. Should the Employer fail to meet the time limits specified, the Union may advance the grievance to the next step of the procedure.
- D. Should the Union or the employee fail to meet the time limits specified, the grievance will not be processed further.

2012. **Arbitration.** In the event the Union and the Employer fail to settle any grievance arising under this Article, either party may, upon written notification to the other party, invoke binding arbitration. Such written notice must be served not later than 30 calendar days following the date of the Step 3 decision. Arbitration may be invoked only by the Union or the Employer.

2013. **Arbitrator Selection.** Within ten (10) calendar days of invoking arbitration, the moving party shall schedule a meeting of the parties to attempt to reach agreement on an arbitrator to decide the matter, and on the issue to be submitted to the arbitrator. If the parties are unable to agree upon an arbitrator, the moving party shall, within 7 calendar days of the meeting, request a panel of seven local (WA., OR., or ID.) arbitrators with federal sector experience from the Federal Mediation and Conciliation Service. The parties will meet within 14 calendar days after receiving the list of arbitrators to select the arbitrator. If the parties are unable to agree to an arbitrator on the list, the parties will alternate striking a name from the list until there is only one remaining name. The party to strike first shall be determined by a coin flip. At this meeting the parties shall attempt to frame the issue. Absent mutual agreement on the issue, each party shall frame their own issue for submission to the arbitrator. Any disagreement over whether a grievance is subject to arbitration shall be referred to the selected arbitrator to decide on the threshold issue.

2014. **Expenses.** The fees and expenses of the arbitrator, and all other costs of arbitration, shall be borne equally by the Union and the Employer and shall not exceed that authorized by appropriate law or regulation.

2015. **Pre-arbitration Conference.** The parties shall hold a pre-arbitration conference at least two weeks prior to the scheduled arbitration hearing date. The purpose of the meeting is two-fold:
- A. To make a good faith effort to arrive at a mutual settlement of the issue in order to avoid the cost of arbitration; and,
  - B. To insure that participants will be kept to a minimum and the hearing is as brief as possible. Each party will outline its case to the other party. Matters that may be discussed include witnesses, exhibits, stipulations, and affidavits or depositions which either party intends to introduce.
2016. **Hearing.** A reasonable number of relevant witnesses may be called to the arbitration hearing by either party. Unit employees who are appellants, witnesses or representatives shall suffer no loss of pay while participating in the arbitration hearing. The arbitration hearing will be held on the employer's premises during the regular day shift work hours of the workweek.
2017. **Arbitration Decision.** It is agreed that the decision of the arbitrator is binding unless overturned by higher authority as a result of either party filing an exception to the award per applicable laws, rules, or regulations.
2018. **Alternative Dispute Resolution.** The parties are committed to resolving differences in a spirit of cooperation with open communication and dialogue, and to resolving differences at the lowest possible level. The parties also understand that traditional dispute resolution methods such as grievance and arbitration proceedings are confrontational and expensive, and too often produce results not satisfactory to any of the parties involved. The parties agree to establish a joint committee to examine alternative methods of dispute resolution such as mediation to supplement, improve, or replace the procedures defined in this Article. When the parties reach agreement on such procedures, this Article may be reopened by mutual agreement to incorporate the procedures.

## Article 21

### Position/Job Descriptions

2101. **Classification Appeals.** When employees allege inequities in their position/job descriptions, they shall be furnished, upon request, information on appeal rights and procedures. They may elect to be represented or assisted by a Union representative in processing their appeal.

2102. **Union Notification.** The Union will be given 15 days advance notice in the event an existing position occupied by an employee in the bargaining unit is to be reclassified to a lower grade.
2103. **Union Presentations.** The Union may make presentations and present supporting evidence to the Employer regarding the accuracy of position/job descriptions of unit employees.
2104. **Content.** The position/job description of record shall reflect the major duties and responsibilities assigned to employees.
2105. **Annual Review.** The Employer will annually review each unit employee's position/job description to ensure currency/accuracy.
2106. **Copy of PD.** Upon request to their immediate supervisor, employees shall be provided with a current copy of their position description.

## ARTICLE 22

### Training

2201. **Objective.** It is mutually agreed that training programs are of vital interest to the Employer and the Union. The objective is to develop skilled employees and potential leaders in the occupational/technical areas necessary to the mission of CNRNW.
2202. **Considerations.** In recognition of the mutual advantages to the Employer and the employees, the Employer agrees to consider existing employees for training it has determined necessary to up-date or provide new skills necessary to accomplish its mission. The Employer agrees to consider training recommendations and concerns submitted by the Union.

## ARTICLE 23

### Safety and Health

2301. **Commitment and Responsibilities.**
- A. **The Employer** is committed to and responsible for providing a safe working environment and industrial health protection for all unit employees and will comply with all applicable federal laws and regulations and Navy regulations. The Employer is also responsible for ensuring that appropriate safety training is provided to unit employees in accordance with applicable regulations. This

includes training to the level of responsibility of individuals so as to instruct individual employees to perform their work in a safe and healthful manner. The Employer will continue its' current practices regarding biweekly safety meetings. CNRNW organizations not currently conducting safety meetings will establish periodic safety meetings with bargaining unit employees.

- B. **The Union** is committed to ensuring the maintenance of safe working conditions and industrial health protection. Union representatives are responsible for reporting any observed unsafe practices and conditions, as well as environmental concerns to the appropriate representatives of the Employer. Further, the Union agrees to encourage all unit employees to work in a safe manner and utilize provided protective clothing and equipment appropriate for their assigned duties.
- C. **Employees** have a primary responsibility for their own safety and an obligation to know and observe safety rules and practices applicable to their assigned duties. Employees are also responsible for the security of and proper utilization of protective clothing and equipment provided by the Employer in accomplishing their work. Further, employees are responsible for bringing to the attention of their immediate supervisor any working conditions or situations they believe constitute a hazard to themselves or others.

2302 **Accident Prevention.** Prevention of workplace accidents is of paramount concern to both the Employer and the Union. Should a disabling work injury occur to a unit employee:

- A. Prompt ambulance service and first aid will be provided on all shifts;
- B. The Union will be notified promptly;
- C. Upon request of the Unit Vice President, a copy of the accident report will be provided to the Union;
- D. Injured employees will be informed of their rights under the Federal Employees Compensation Act. Employees are responsible for timely reporting of occupational injuries in order to protect their benefits under the Act.

2303. **Protective Clothing and Safety Equipment.**

- A. The Employer will provide appropriate protective clothing and safety equipment to unit employees, including employees with special needs, at no cost when the Employer determines such is required for safety, technical or industrial health reasons.

- B. Employees with prior authorization of the Employer, may purchase safety shoes from any source. Upon presentation of appropriate documentation, employees will be reimbursed for the amount paid, up to the maximum amount authorized at the time of purchase, provided the shoes purchased, meet the Employer's standards.
2304. **Medical Surveillance Programs.** As determined necessary by the Employer, unit employees will be required to participate in medical surveillance programs appropriate for their occupations and working environment.
2305. **Smoking Policy.** Unit employees shall smoke only in designated smoking areas. The Employer shall continue its current practice of providing a sheltered outdoor area in which to smoke during designated break periods.
2306. **Hazardous Work.** The Employer, when assigning employees to hazardous work, will assign two employees when deemed appropriate by the Employer.

## ARTICLE 24

### Hazardous & Environmental Differential

2401. **Policy.** It is the Employer's policy to eliminate or minimize hazards and working conditions of an unusually severe nature. When such situations cannot be overcome or practically eliminated, appropriate environmental or hazard differentials will be paid to employees exposed to such situations in accordance with 5 CFR 550.
2402. **Process Review.** The Employer has an on-going responsibility to monitor work processes of bargaining unit employees with an aim toward eliminating or minimizing hazards. Concerns in this area brought to the attention of the Employer by the Union or bargaining unit employees will be addressed promptly.
2403. **Notification.** Supervisors should notify employees promptly when environmental or hazard pay is warranted.
2404. **Restrictions.** Environmental differential or hazard pay will not be paid to any employee:
- A. For work not officially assigned to the employee, that is an employee may not voluntarily undertake work for which a differential is payable without proper authorization either expressed or implied; or



- B. For any day on which an employee was not actually exposed to a work situation for which the differential is payable, e.g. during days of leave with pay, holidays not worked, etc.

## ARTICLE 25

### Civic Responsibilities

2501. **Court Leave.** The parties encourage employees to fulfill their civic responsibilities involving jury duty and other related court appearances. Court leave will be approved for unit employees in accordance with applicable laws and regulations. Employees called for such service are to promptly notify their supervisor and provide a true copy of the summons in order that arrangements may be made for their absence.
2502. **Voting.** The parties encourage employees to fulfill their civic responsibilities to vote in federal, state, and local elections. Employees who are otherwise unable to vote in such elections, may be granted a reasonable amount of official time for voting.
2503. **Charity Drives.** The parties encourage employees to participate in the annual Combined Federal Campaign (CFC). The parties recognize that such participation is entirely voluntary and will not exert undue pressure or take reprisal on employees during or after the campaign.
2504. **Commuting Options.** To minimize traffic congestion in the local communities and on base, to reduce parking requirements, and to improve air quality through reduced exhaust emissions, the parties encourage employees to utilize mass transit systems and car/van pools when commuting to and from work.

## ARTICLE 26

### Committee Assignments

2601. **Appointments.** The Employer agrees to consider nominees submitted by the Union for appointment to any current board or committee not covered in this agreement, if its function directly affects the working conditions of unit employees, or to any such board/committees established in the future.

## ARTICLE 27

### Performance and Productivity

2701. **Performance Appraisals.** Performance appraisals will be conducted in accordance with SECNAVINST 12430.4 dated 11 August 97, which mandates a two level summary rating program consisting of two critical elements and a position description review. In the event the position description is found to be inaccurate, Management and the employee will endeavor to correct discrepancies in a timely manner.
2702. **Employee Signatures.** A unit employee's signature on the Performance Plan Appraisal signifies only that a discussion of the appraisal has taken place and does not constitute an employee's agreement with either the critical elements established, or the rating received.
2703. **Copies.** A copy of the Performance Plan Appraisal will be provided to the employee at the end of the appraisal period, and at the midterm, if requested.
2704. **Performance Improvement Plan .** If a unit employee's performance is judged to be unacceptable, the employee will be provided a formal Performance Improvement Plan and a reasonable amount of time to demonstrate acceptable performance.
2705. **Performance/Productivity Improvement.**
- A. The parties are committed to continuous performance and productivity
  - B. enhancement initiatives designed to improve CNRNW's competitive position and service to its customers. Employees are encouraged by both parties to become active partners in such initiatives by proactive participation in the Beneficial Suggestion Program, and, when assigned as members of study groups/teams. The Employer is aware of its labor management relations obligations before implementing any such initiatives impacting the working conditions of unit employees.
  - C. The Union will participate with Management in the development of CNRNW-wide programs aimed at improving productivity. Union officials will encourage employees of the unit to participate in CNRNW-wide programs aimed at reducing costs and increasing productivity. Emphasis should be placed on specific programs that provide rewards for significant achievements through the Incentive Awards Program.

## ARTICLE 28

### Travel

2801. **Travel**. Employees may be required and are expected to perform temporary additional duty travel. Such travel shall be conducted in accordance with applicable DoD, and Don regulations and policies.
2802. **Travel Expenses**. Employees will be reimbursed for expenses incurred while traveling in accordance with applicable regulations, subject to the following:
- A. Employees on official travel shall exercise the same care in incurring expenses that a prudent person would exercise while traveling at his/her own expense.
  - B. Government transportation will be utilized when it is determined to be advantageous to the Employer, except that travel in military-configured aircraft will be avoided unless no other feasible alternatives are available.
  - C. Reimbursement for use of an employee's POV on travel, when authorized by the Employer, will be made in accordance with applicable regulations.
  - D. Employees required to travel in the course of performing assigned duties shall receive the maximum authorized per diem and travel allowances as provided by applicable laws and regulations.
2803. **Government Travel Charge Cards**. Unless exempted by the Employer, unit employees are required to utilize their Government Travel Charge Cards to pay for all reimbursable expenses (i.e., meals, lodging, incidental expenses, rental cars, etc.) arising from official non-local travel in accordance with applicable laws and regulations.
2804. **Travel Arrangements**. When making travel arrangements, employees' desires will be solicited and considered. However, arrangements for the convenience of the employee will not normally be authorized, if they would increase the Employer's costs for the travel, or adversely affect mission accomplishment.
2805. **Travel Assignments**. Travel assignments will normally be rotated among qualified (as determined by the Employer) employees.
- A. Employees will be advised of the purpose of the travel, anticipated duration, and travel arrangements.
  - B. Travel orders will be provided to employees, normally sufficiently in advance of travel to allow employees time to complete arrangements (i.e. obtain ATM withdrawals) during duty hours.

- C. An employee may request to be excused from a travel assignment. If denied, the reasons will, upon request, be explained to the employee and a Union representative if invited by the employee.

2806. **Travel Claims.** Claims for reimbursement of travel expenses will be in accordance with the following:

- A. Regional Travel and Related Policies – Effective 30 Nov 99  
COMNAVREG NW:

“14. Claims Submittal Deadline: In order to comply with the JTR-designated 10-day deadline for submitting travel claims to the PSDs, travel claims shall be submitted to the FRM storefront Travel Clerk no more than five days after completing a trip.”

Upon request, the Employer will prepare a letter to the credit card company if an employee's late payment to the company was caused by the Employer's delay in reimbursing the employee for a valid claim.

2807. **Use of Government Quarters.** The use of available adequate government quarters shall be required when the point of temporary duty or delay is at a recognized post, camp, station, base or depot owned or operated by the United States. Employees on official business to a particular city and not a DoD installation will not be required to commute from the nearest DoD installation having available quarters.

## ARTICLE 29

### Equal Employment Opportunity

2901. **Policy.** It is the policy of the Employer to afford equal employment opportunity to all unit employees. Discrimination against any unit employee because of race color, religion, sex, national origin or age is prohibited.
2902. **Reprisal.** The parties agree that neither Employer nor Union officials shall interfere with, restrain coerce, intimidate, or take reprisal against any unit employee for appearing, testifying or furnishing evidence in connection with an EEO complaint.

## Article 30

### Voluntary Allotment of Union Dues

3001. **Policy.** The Employer will process a payroll allotment for union dues withholding for any unit employee who authorizes such withholding in accordance with the provisions set forth herein.
3002. **Conditions.** Union dues shall be withheld each pay period for unit employees when the following conditions have been met:
- A. The employee is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of the first month's dues through payroll allotment as provided herein.
  - B. The employee's earnings are regularly sufficient to cover the amount of the allotment.
  - C. The employee has voluntarily authorized such a deduction on Standard Form 1187.
  - D. The Union through its authorized official has completed and signed Section A of such form on behalf of the Union.
  - E. Such completed form has been turned over to the Employer by the Union.
3003. **Union Responsibilities.** The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of the dues, delivering completed forms to the Employer, educating its members on the programs for allotments for payment of dues, its voluntary nature, the uses and availability of the required form, and the procedure to be followed by an employee who desires to terminate the allotment.
3004. **Effective Date.** Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, provided received no later than Monday preceding the beginning of the biweekly pay period to which the allotment deduction is to be applied.
3005. **Amount.** The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the

Employer unless a later date is specified by the Union, provided that the notification timing of 3104 above has been met. Such changes shall not be made more frequently than once each 12 months.

3006. **Termination.** An employee's voluntary allotment for payment for union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:
- A. Loss of exclusive recognition by the Union.
  - B. Separation of the employee from the bargaining unit.
  - C. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing. Such notice shall be promptly forwarded by the Union to the Employer and must be received within the time frame established in 3104 above.
3007. **Termination by the Employee.** An allotment for the deduction of an employees' union dues may also be terminated by the employee through submission to the Employer of a Standard Form 1188. A copy of the SF 1188 will be promptly forwarded by the Employer to the Union. A termination of allotment under this Section shall be effective with the first full anniversary of the effective date when the employee's last dues deduction allotment began, provided the revocation is received by the Employer within the time frame established in 3104 above. Employees may obtain a Standard Form 1188 from their servicing Human Resource Office.
3008. **Reports.** Management shall transmit to the Union Secretary-Treasurer promptly, after each regularly scheduled payday, all of the following:
- A. Lists in duplicate of employees on voluntary dues allotments, including social security numbers and the amount of the withholding for each employee, as well as the total number of allotment deductions and the total monetary amount withheld.
  - B. An Electronic Fund Transfer to the Union for the total amount withheld.

## ARTICLE 31

### Duration and Changes

3101. **Duration.** This agreement shall remain in full force and effect for 3 years from the date of its approval by the Department of Defense. It shall terminate, however, at any time it is determined that the Union is no longer entitled to

exclusive recognition under the statute. At the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60 days, nor less than 30 days prior to the expiration of this agreement.

3102. **Changes.** This agreement, except for its duration period specified in 3101, is subject to opening only as follows:
- A. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or Executive Orders. Such amendments will be duly executed by the parties and become effective on the date or dates agreed to as being appropriate under the circumstances.
  - B. It shall be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least 6 months. Requests for such amendments by either party must be written and include a summary of the amendment(s) proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on such matters, they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed in writing by the parties.
  - C. It may be opened for amendment upon written request of either party made within 30 calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or Department of Navy, which if implemented, would alter one or more provisions of this agreement. Requests for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment requested is based. The parties shall meet within 14 calendar days after receipt of such request to open negotiations on such matters. No changes will be considered except those bearing directly on and falling within the scope of the order, regulation or instruction. Such amendments will be duly executed in writing by the parties.
3103. **Amendments.** Amendments to this agreement may only be made by the written mutual agreement of the parties. The non-enforcement of any provision of this agreement by either party shall not constitute precedent in the future enforcement of all the terms and conditions herein.

In witness whereof, the parties have executed this written agreement on this 30<sup>th</sup> day of March 2001.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
JAMES W. BANASIAK  
President, AFGE, Local 48

\_\_\_\_\_  
V. E. SMITH  
Rear Admiral, U.S. Navy  
Commander

\_\_\_\_\_  
LYNN BABCOCK

\_\_\_\_\_  
NORMAN D. HILL

\_\_\_\_\_  
ERICH R. FISCHER

\_\_\_\_\_  
JOHN B. BAKER

\_\_\_\_\_  
CARL G. JACOBSSON

\_\_\_\_\_  
HARRY L. McCONNELL

\_\_\_\_\_  
EILEEN A. McSHERRY